BILLS AND NOTES—AVOIDANCE OF INDORSER'S LIABILITY BY FRAUDULENT REPRESENTATIONS OF INDORSEE.—Certain notes payable to B. were by him sold to W. B. was without his spectacles, and so could not read the indorsements. He refused to render himself liable, he said, but was assured by W's attorney that the indorsements would merely pass title and would impose no liability upon the indorser. B. declared himself ignorant of their legal effect, but, believing the attorney and relying upon his statement, he signed the indorsements, upon which this suit was brought by W. *Held,* that such statement was fraudulent and was a valid defense. *Wisig* v. *Beisert et al.* (1910), — Tex. —, 131 S. W. 810.

In this case, the Supreme Court reversed the Court of Civil Appeals, which held, in (Tex. Civ. App.), 120 S. W. 954, that the statement was only the expression of an opinion as to the legal effect of the indorsement, not entitling the indorser to avoid liability on the ground of fraudulent representation. *Franklin Ins. Co.* v. *Villeneuve,* 25 Tex. Civ. App. 356, 60 S. W. 1014. They held, too, that even an express verbal agreement, that the indorser would not be held liable thereon, could not be offered in evidence. *Cresap* v. *Manor,* 63 Tex. 485; I DANIEL, NEG. INST., Ed. 5, § 719. The Supreme Court held that the fraudulent statement of the attorney was a complete defense, citing *Stacy* v. *Ross,* 27 Tex. 3, 84 Am. Dec. 604. In that case, a note was read to an illiterate man for a less amount than that expressed on its face, and he was thereby induced to sign a different note from that which he supposed he was signing. The note was held void for fraud. That case, however, was one of misrepresentation of fact, not of law, as in the present case, and is clearly within the general rule. See 7 MICH. L. REV. 427. Generally speaking, a misrepresentation of law affords no ground of redress or relief. *Thompson* v. *Phoenix Ins. Co.,* 75 Me. 55; BIGELOW, FRAUD (civil) 487; *Upton* v. *Tribilcock,* 91 U. S. 45; *Burt* v. *Bowles,* 69 Ind. 1; 20 CYC. 19-20: Fraud. The reason is, that what the law is, is open to the inquiries of both parties, and presumed to be equally well known to both. But, if one party to a contract is in fact ignorant of the law and the other knows him to be so and takes advantage of his ignorance to mislead him, the other is guilty of fraud, and the Courts will relieve the injured party. *Townsend* v. *Cowles,* 31 Ala. 428; *Cooke* v. *Nathan,* 16 Barb. 342; *Hunt* v. *Rousmaniere's Admr.,* 1 Pet. 1; STORY'S EQ., § 137, note 3; id. §§ 3, 152, 153. The two following cases involved misrepresentations as to the legal effect of an indorsement. *Larrabee* v. *Fairbanks,* 24 Me. 363, and *Shaw* v. *Stein,* 79 Mich. 77. There is a Texas case in point, *Moreland* v. *Atchison,* 19 Tex. 303, where advantage was taken of an immigrant's ignorance of our land laws to defraud him.

CARRIERS—IS THE TICKET CONCLUSIVE EVIDENCE OF THE PASSENGER'S RIGHT TO BE CARRIED?—P., through her son, purchased from D. company, a monthly commutation ticket which provided that if used by any other than the one to whom it was issued, it would be forfeited. The ticket was made out to "Mr. J. L. C." instead of "Mrs. J. L. C.," through error of D's agent. P. presented it for passage, and D's conductor in accordance with the stipulation